

Exhibit A

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

SONYA LARSON

Plaintiff,

v.

DAWN DORLAND PERRY, et al.

Defendants.

Civil Action

No. 1:19-cv-10203-IT

**AFFIDAVIT OF PLAINTIFF, SONYA LARSON
IN SUPPORT OF HER OPPOSITION TO THE MOTION TO DISMISS OF
DEFENDANT, DAWN DORLAND PERRY**

I, Sonya Larson, on oath depose and state as follows:

1. I did a word count of the various letters under consideration. Dorland's 2015 Letter is 381 words long and the three variations of the letters that I used in *The Kindest* are all shorter. I used Microsoft WORD to calculate the number of words in *The Kindest*. According to WORD, *The Kindest* contains 5,514 words.

2. On July 25, 2018, I became aware for the first time that both Audible and Brilliance Audio published a draft version of *The Kindest*.

3. I gave Plympton the right to deal solely with Audible. Brilliance was never authorized to publish my Short Story. I have since discovered that Audible and Brilliance are both owned by Amazon. [See their respective websites at: <https://www.audible.com/> and <https://www.brilliancepublishing.com/>] Presumably, Audible allowed Brilliance to simultaneous

publish my Story. If this is what happened, Brilliance published an early version of *The Kindest* without my permission or authority.

4. Audible also posted an early draft version of my Short Story on its website in downloadable mp3 format and print-on-demand CD format. When I realized what happened, which occurred in August 2016, I promptly instructed Audible to remove and replace the draft version with the proper version of my Story. Audible did this but apparently only for the downloadable mp3, but not for the print-on-demand CD. To further complicate this oversight, either Audible did not notify Brilliance or Brilliance neglected to switch the proper version of my Story for the one that should not have been posted. Of course, for her own self-serving purposes, Dorland points out the similarities in her 2015 Letter with the letter from the unauthorized Brilliance draft version of *The Kindest*.

5. I submitted a draft copy of *The Kindest* to Plympton, which Audible accepted for publication as an audio story in December 2015. I promptly requested revisions to the submission in May and July 2016. However, on August 3, 2016, by mistake, Audible posted the draft version of the Short Story online instead of the updated version. When it did, I immediately notified Audible about its mistake, and Audible replaced the draft copy with the correct version. ASF then published an in-print version of the Story in August 2017, and an electronic version in May 2018.

6. Dorland accused me of plagiarism starting in early June 2018. Dorland complained to ASF and to the BBF on or around June 6, 2018, to Bread Loaf (and "other writing conferences") on or around June 7, 2018, and to GrubStreet, my employer, on or around July 3, 2018. If Dorland did not find the Brilliance Audio version until August 2018, then Dorland had

no basis to accuse me of being a plagiarist, and certainly not in early June 2018, when she started to make her hurtful accusations of plagiarism and later of copyright infringement.

7. I used the textbooks Naming the World and Other Exercises for the Creative Writer, edited by Bret Anthony Johnston (Random House, 2008), when I was in graduate school and I know that this is a widely used college and writer's text.

Signed under the pains and penalties of perjury this 22nd day of August 2019.

*/s Sonya Larson**

Sonya Larson

*I, Andrew D. Epstein, attorney for the above-named Plaintiff, certify that I have retained in my files the original of this affidavit with Ms. Larson's actual signature. The Document will be made available to any party for inspection upon request.

/s Andrew D. Epstein

Andrew D. Epstein

August 22, 2019